

**UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF MASSACHUSETTS  
BOSTON DIVISION**

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In Re:	:	
PAGLIARO ELECTRIC INC.	:	CASE NO. 19-10231 FJB
	:	CHAPTER 7
DEBTOR	:	

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**SECOND MOTION FOR RELIEF FROM AUTOMATIC STAY**

Ford Motor Credit Company LLC ("Ford") as and for a motion, pursuant to 11 U.S.C. §362(d) and Rule 4001(a) F.R.B.P., seeking an Order granting relief from Automatic Stay in order to obtain possession and dispose of its collateral, namely one 2016 Ford F150, states the following as grounds therefore:

1. This Court has jurisdiction over this matter under 28 U.S.C. §§1334(b) and §157(a) and §362(d) of Title 11, United States Code (hereinafter referred to as the "Code"). Upon information and belief, this matter is a core proceeding pursuant to 28 U.S.C. §157(b)(2)(G).

2. On January 24, 2019, Pagliaro Electric Inc. hereinafter referred to as the 'Debtor' filed a voluntary petition under Chapter 7 of Title 11 of the Code with this Court.

3. On September 29, 2016, the Debtor entered into a Retail Installment Contract (hereinafter referred to as the "Contract") with York Ford Inc. (hereinafter referred to as the "Seller"), whereby the Debtor agreed to pay a total of payments in the amount of \$45,370.50 in connection with the purchase of a 2016 Ford F150, Vehicle Identification Number 1FTEW1EG2GFA93708 (hereinafter referred to as the "Motor Vehicle").

4. Thereafter, pursuant to its terms, the Contract was duly assigned by the Seller to Ford and the latter is now the holder and owner of same.

5. Pursuant to the terms and provision of the Contract, Ford was granted and presently retains a purchase money security interest in, inter alia, the Motor Vehicle and any accessories, equipment and replacement parts installed in said Motor Vehicle. No other collateral exists securing this obligation.

6. Ford duly perfected such security interest by noting its lien on the Certificate of Title. Copies of the Contract and Certificate of Title are collectively annexed hereto as Exhibit "A" and made a part hereof.

7. As of April 16, 2020, the Debtor is in default under the terms and provisions of the contract as follows:

- a. Balance Due: \$23,206.60.
- b. Arrears: \$1,151.65 for the months of February 29, 2020 through and including March 29, 2020.

**NOTE:** The forgoing does not represent any amounts which may be due for late charges, costs and attorneys' fees as may be allowed by the Court).

8. Ford has ascertained that the fair market replacement value of the motor vehicle is \$28,875.00, based upon the relevant values for this vehicle set forth in the N.A.D.A. publication for this area, a copy of which is annexed hereto as Exhibit "B" and made a part hereof.

9. Pursuant to 11 U.S.C. §362(a), upon commencement of the bankruptcy case, Ford was and is stayed from taking any action against any debtor to obtain possession and control of the subject motor vehicle.

10. Upon information and belief, the Debtor continues to enjoy the use and possession of the motor vehicle subjecting same to normal occupational wear and tear thereby causing the motor vehicle to depreciate in value. It is respectfully submitted that the continued use of the motor vehicle shall eventually render it useless thereby causing Ford irreparable damage to its interests in same.

11. It is respectfully asserted that Ford's interest in the motor vehicle will not be adequately protected if the automatic stay is allowed to remain in effect.

12. Accordingly, sufficient cause exists, pursuant to 11 U.S.C. §362(d)(1) to grant Ford immediate relief from automatic stay herein.

13. This is the second application for relief.

**WHEREFORE**, Ford respectfully requests that the Court issue an Order, pursuant to 11 U.S.C. §362(d)(1) granting relief from automatic stay in order to obtain possession and dispose of its collateral and such other relief as the Court deems just and proper.

Dated at Bloomfield, Connecticut on April 16, 2020.

MOVANT  
FORD MOTOR CREDIT COMPANY LLC

By /s/ Mitchell J. Levine  
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In Re: PAGLIARO ELECTRIC INC.  DEBTOR	: : : :	CASE NO. 19-10231 FJB CHAPTER 7
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**ORDER GRANTING RELIEF FROM AUTOMATIC STAY**

After notice and an opportunity for a hearing on Ford Motor Credit Company LLC's (hereafter the "Movant") Motion for Relief from Stay

**IT IS HEREBY ORDERED** that the Automatic Stay of Section 362(a) of the Bankruptcy Code is modified so that the Movant may exercise its rights if any, under its security agreement with the above Debtor(s) with regard to a 2016 Ford F150, Vehicle Identification Number 1FTEW1EG2GFA93708, in accordance with State and Federal Law.

This Order is binding and effective despite any conversion of this bankruptcy case under any other chapter of the Bankruptcy Code.

Dated at Boston, Massachusetts this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Bankruptcy Judge

**UNITED STATES BANKRUPTCY COURT  
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**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that on April 16, 2020 in accordance with Rules 7004, 7005, and 9014 F.R.Bankr.P., I have served the following upon all parties entitled to notice (see attached Schedule "A") by first class mail postage prepaid or electronically:

- (1) a copy of the Motion for Relief from Automatic Stay,
- (2) a copy of the proposed order.

Dated: April 16, 2020

THE MOVANT  
FORD MOTOR CREDIT COMPANY LLC

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**SCHEDULE A**

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**International Brotherhood of Electrical Workers, Local 103, et al.**  
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